

Additional Examples of Misstatements by Henwood

Brief Pg. #	Henwood's Claim	True Statement	Citations
13	In March 1999, Mr. Rittenbach renewed his efforts at cost cutting with respect to paper, for the first time explicitly requesting information regarding Unisource profit margin.	In 1997, Rittenbach began questioning Henwood about Henwood's pricing practices, including the profit margin. In fact, the questions Rittenbach poses in his March 1999 letter are the same questions that he had been asking Henwood since 1997.	Rittenbach Dep. Tr. 53-55, 169-71; Henwood Exh. 14
18	Fraser documents confirm Mr. Henwood's absence from the discussions and the concerted attempt to keep him out of the loop.	Henwood cites to Beaudoin Exh. 4 but this exhibit makes no mention of Henwood nor does it imply there was any "concerted attempt" to keep him "out of the loop." In fact, this is an internal Fraser Paper document.	Beaudoin Exh. 4
19	Websource thus administratively was completing or fulfilling orders that had been placed with PCUS (through Mr. Henwood) for the first two quarters of 2000.	Watchtower placed no additional orders through PCUS or Henwood after December 1999. While Websource did administratively complete all orders placed in 1999 with PCUS, Henwood received commissions on all of these 1999 orders. All new orders placed in 2000, were placed solely through Websource and neither PCUS nor Henwood played any role in these 2000 orders.	O'Toole Dep. Tr. 50-51; 62-63; Henwood Dep. Tr. 195, 233, 334; Rittenbach Dep. Tr. 135 & Exh. 20
20	Unisource refused to provide Mr. Henwood with his 45% share of the profits realized by Websource in 2000 that had been accomplished solely through the efforts of Mr. Henwood.	Watchtower placed no additional orders through PCUS or Henwood after December 1999. While Websource did administratively complete all orders placed in 1999 with PCUS, Henwood received commissions on all of these 1999 orders. All new orders placed in 2000, were placed solely through Websource and neither PCUS nor Henwood played any role in these 2000 orders.	O'Toole Dep. Tr. 50-51; 62-63; Henwood Dep. Tr. 195, 233, 334; Rittenbach Dep. Tr. 135 & Exh. 20
24	Mr. O'Toole did commit to Mr. Henwood that Websource would compensate him as a commissioned sales representative as soon as the Watchtower account was restored to the 3%-4% profit level.	Henwood cites Exh. 23 for this faulty contention. As O'Toole clearly states in his deposition, O'Toole's offer to Henwood is found at Exh. 22. (O'Toole Dep. Exh. 15.) Exh. 23 was an amendment to Exh. 22 proposed by Henwood, which O'Toole did not accept and specifically rejected. Therefore, the true "promise" made by O'Toole is found in Exh. 22. (O'Toole Dep. Exh. 15.)	O'Toole Dep. Tr. 133-37; Henwood Dep. Tr. 273.